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CLF Vermont

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January 6, 2014

Via U.S. Certified Mail, Return Receipt

Lisa Jackson, Administrator
Environmental Protection Agency
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington D.C. 20460

Re: Conservation Law Foundation, Inc., v. Charles Ferris Auto Service, Inc., United States
District Court for the District of Massachusetts, Case No.1:13-cv-11406-NMG

Dear Administrator Jackson:

Counsel for Plaintiff, Conservation Law Foundation ("CLF"), provides the attached proposed consent decree between CLF and Charles Ferris Auto Service, Inc. ("CFA"), resolving alleged violations of the Clean Water Act and the EPA-issued Industrial Multi-Sector General Permit for Stormwater Discharges (MSGP) pursuant to 33 U.S.C. § 1365(c)(3). Pursuant to the consent decree, the parties intend to file a joint motion for entry of consent judgment with the United States District Court for the District of Massachusetts. This motion will be brought before the Court following the 45-day period for U.S. government review of the consent decree required by 40 C.F.R. §135.5(b).

The consent decree provides that CFA will make a supplemental environmental project payment of \$15,000 to Salem Sound Coastwatch ("SSCW"), for the environmental restoration of or other benefit to the Charles Watershed. We are in the process of obtaining written confirmation ("SEP Recipient Letter") from SSCW that it (1) has read the consent decree; (2) will spend any monies it receives under the consent decree for the purposes specified in the consent decree; (3) is a 501(c)(3) tax-exempt organization; and (4) will not use any money received under the consent decree for political lobbying activities. I will instruct SSCW to mail the SEP Recipient Letter directly to you at your address above. Please feel free to contact SSCW at:

Salem Sound Coastwatch
Attn: Barbara Warren, Executive Director
201 Washington Street, Suite 9
Salem, MA 01970
barbara.warren@salemsound.org

Please note that SSCW was a previous SEP recipient in the matter of CLF v. Pope's Landing Marine, Inc., United States District Court for the District of Massachusetts, Case No.1:12-cv-12256-FDS.

By submitting this consent decree as requested, counsel for Plaintiff asks the United States to promptly review the agreement and, if it does not object to dismissal of this action, to so notify the Court.

If you have any questions or concerns regarding this matter, please contact me.

Respectfully submitted,

ATTORNEY FOR PLAINTIFF
CONSERVATION LAW FOUNDATION

/s/ Zachary K. Griefen
Zachary K. Griefen, BBO# 665521
Conservation Law Foundation
15 East State Street, Suite 4
Montpelier, VT 05602
(802) 223-5992 x4011
zgriefen@clf.org

cc (cover letter only):

Thomas Paul Gorman
SHERIN AND LODGEN LLP
101 Federal Street
Boston, MA 02110

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

_____)	
Conservation Law Foundation, Inc.)	
)	Case No. 1:13-cv-11406-NMG
Plaintiff,)	
)	
v.)	January 6, 2014
)	
Charles Ferris Auto Service, Inc.)	
)	
Defendant.)	
_____)	

NOTICE OF LODGING OF PROPOSED CONSENT DECREE

Plaintiff Conservation Law Foundation, Inc. and Defendant Charles Ferris Auto Service, Inc., (collectively, "Parties") hereby jointly provide notice to the Court that the Parties are lodging the attached Proposed Consent Decree, pending the conclusion of the required 45-day review period mandated by the Clean Water Act and its regulations. 33 U.S.C. 1251 *et seq.* and 40 C.F.R. 135.5(b). No action by the Court is needed at this time.

The Citizen Suit provision of the Federal Water Pollution Control Act provides that no consent judgment shall be entered in an action in which the United States is not a party prior to 45 days following the receipt of a copy of the proposed consent judgment by the Attorney General and the EPA Administrator. 33 U.S.C. § 1365(c)(3).

On January 6, 2014, plaintiff's counsel sent copies of the fully executed Consent Decree to the Administrator, Environmental Protection Agency, Washington, DC 20460, as well as to the United States Department of Justice, Citizen Suit Coordinator, Environment and Natural Resources Division Law and Policy Section, P.O. Box 7415, Ben Franklin Station, Washington, D.C. 20044-7415 pursuant to the requirements of 40 CFR § 135.5. The Parties are currently

waiting for (1) notice from the U.S Department of Justice (“DOJ”) that the DOJ Citizen Suit Coordinator received the proposed consent judgment and (2) the start and end dates of the 45-day review period as determined by DOJ.

The Parties submit the attached Proposed Consent Decree to the Court for informational purposes only. At the expiration of the 45-day review period set forth in 33 U.S.C. § 1365(c)(3), the Parties will jointly move the Court to enter the Consent Decree.

DATED: January 6, 2014

Respectfully submitted,

CONSERVATION LAW FOUNDATION, INC.,

By its attorney,

/s/ Zachary K. Griefen
Zachary K. Griefen, BBO #665521
15 East State Street, Suite 4
Montpelier, VT 05602
(802) 223-5992 x.4011
zgriefen@clf.org

CHARLES FERRIS AUTO SERVICES, INC.,

By its attorneys,

/s/ Thomas Paul Gorman
Thomas Paul Gorman BBO #204100
Thomas W. Kirchofer BBO #666798
SHERIN AND LODGEN LLP
101 Federal Street
Boston, MA 02110
(617) 646-2000
tpgorman@sherin.com
twkirchofer@sherin.com

CERTIFICATE OF E-SERVICE

I hereby certify that the parties' Joint Submission of Consent Decree, filed electronically through the ECF system with the Court on January 6, 2014, has been sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants, if any, on January 6, 2014.

/s/ Zachary K. Griefen
Zachary K. Griefen, BBO# 665521
Conservation Law Foundation
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Telephone: 802. 223.5992 x4011
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I. JURISDICTION AND VENUE

1. Jurisdiction over this action is conferred by 28 U.S.C. § 1331 (federal question) and 33 U.S.C. § 1365(a) (Clean Water Act jurisdiction). An actual, justiciable controversy exists between Plaintiff and Defendant. The requested relief is proper under 28 U.S.C. § 2201, 28 U.S.C. § 2202 and 33 U.S.C. § 1365(a).

2. Venue is properly vested in this Court pursuant to 33 U.S.C. § 1365(c)(1), because the events giving rise to this action occurred at the Ferris Auto facility, located at 18 Franklin Street, Salem, MA 01970, and in the Charles watershed, which are located within this judicial district.

II. COMPLIANCE PROGRAM

3. Ferris Auto will develop a written Stormwater Pollution Prevention Plan ("SWPPP") according to the requirements in Parts 5 and 8.M.3 of the most recent United States Environmental Protection Agency ("EPA") National Pollutant Discharge Elimination System ("NPDES") Multi-Sector General Permit for Stormwater Discharges Associated with Industrial Activity ("MSGP"), by no later than February 15, 2014. The most recent MSGP as of the date of the Parties' signatures below is the 2008 MSGP, which expired on September 29, 2013. Ferris Auto will update the SWPPP as necessary to comply with the 2013 MGSP when the 2013 MSGP becomes effective. The MSGP, as it may be updated from time to time, is incorporated into this Consent Decree by reference. Development of the SWPPP shall include, at minimum, the following steps:

- a. Formation of a pollution prevention team of qualified personnel who will be responsible for preparing the plan and assisting the plant manager in implementing practices to comply with the permit. In this regard, Ferris Auto has retained an environmental engineering firm, SP Engineering Inc. to provide services for site assessment, soil and ground water characterization, compliance with MGL Chapter 21C, D and E, waste fluid handling and preparation of a SWPPP to obtain a Multi Sector General Permit. The team will be lead by David L. Bramley PE, LSP and Bruce M. Poole, President of SP Engineering Inc. who have had considerable local experience with marinas, boatyards, industry and auto salvage yards.
- b. Assessment of potential stormwater pollution sources: Ferris Auto shall arrange for SP Engineering Inc. to perform a Phase II Environmental Site Assessment ("ESA"), the results of which shall be supplied to CLF. Ferris Auto will ensure that waste fluids shall be properly handled and stored in secure vessels, maintain start records and hazardous waste manifests in accordance with applicable regulations of the Massachusetts Department of Environmental Protection, and maintain a steel plate and liner under Ferris Auto's stripping rack. Ferris Auto will follow Best Management Procedures ("BMP") for Freon, mercury switch, waste oil and gasoline removal. Ferris Auto will maintain a 24" berm at the North

River bank. Ferris Auto will also maintain an asphalt berm 4-6" high along the entire fence, office, garage and parking area at the front (street side) of the property. Ferris Auto's BMP plan will be designed to further minimize the potential for pollutant release and provide stormwater treatment.

- c. Selection of appropriate control measures that minimize the discharge of pollutants during storm events for each of these sources: The control measures selected will reflect the Best Available Technology for low impact development that still allows Ferris Auto to conduct business at current operational levels. The waste fluid generation storage areas will be further contained by berms and liners; the center of the site will be regraded to direct run off to a conveyance channel and designed with a fore bay/ grassy swale control treatment structure along the west property line. This BMP in conjunction with the recently created 50' buffer zone along the North River shall be maintained to prevent run off from directly entering the North River and to immobilize contaminants before infiltration to groundwater. Ferris Auto will establish a Spill Prevention Control Plan, for normal and emergency response actions and for the availability of the safety gear, absorbent pads, pumps and fire extinguishers.
 - d. Development of procedures for conducting required inspection and monitoring activities, as well as regular maintenance of control measures: The preparation of an operations and maintenance manual will be part of the SWPPP and BMP plan to ensure the efficiency of the stormwater collection and treatment structures. Three monitoring wells shall be installed along the river buffer zone to provide routine assessment of the groundwater quality leaving the vehicle storage area. An annual sampling and BMP inspection by an environmental engineer will be required in the manual. An initial inspection conducted in August 2013 and results of the soil, groundwater and surface water seeps analysis will serve as the basis for the SWPPP and will delineate the contaminants of concern (COC's).
4. Ferris Auto has hired a qualified engineering consultant to develop its SWPPP. Ferris Auto will include the consultant's recommendations in its SWPPP.
 5. Ferris Auto shall provide a copy of its SWPPP to CLF for review and comment by no later than February 15, 2014. CLF shall respond with comments within twenty-one (21) days of receipt. Within fourteen (14) days of receiving CLF's comments, if any, Ferris Auto shall submit a final SWPPP to CLF, incorporating CLF's comments, or justifying in writing why any comment is not being incorporated.
 6. Ferris Auto will select, design, install, and implement control measures, in accordance with Part 2.1 of the MSGP, to meet numeric and non-numeric effluent limits. The control measures will be designed so as to prevent direct discharge of stormwater to the river in most rain events but floods, hurricanes and blizzards have flooded the property in the past. All waste storage containers will be maintained above the floodplain. Run off collected in the grassy swale detention basin will be sampled and compared to the effluent limits.

7. Ferris Auto will design, install, and implement control measures that include, at minimum, the following categories of site-specific best management practices ("BMPs"):
 - a. Good housekeeping practices, upgraded waste storage area and spill control supplies;
 - b. Minimizing exposure of potential pollutant sources to precipitation, storage areas are enclosed, liner barriers maintained under stripping stand;
 - c. Erosion and sediment control, berm and grassy swale maintenance;
 - d. Management of runoff, including a buffer between the Facility and the North River at least 50 feet deep and extending the full length of the Facility's boundary abutting the North River. The berm and 30' adjacent to the river will be vegetated and 20' will be an access road.
8. Ferris Auto will design, install, and implement control measures that include, but are not limited to:
 - a. The site-specific BMPs listed in Part 8.M.2 of the MSGP, and
 - b. The "BMPs for Potential Pollutant Sources at Automobile Salvage Yards" listed in Table 2 of the EPA *Industrial Fact Sheet Series for Activities Covered by EPA's MSGP (Sector M: Automobile Salvage Yards)*, available at: http://www.epa.gov/npdes/pubs/sector_m_autosalvage.pdf

9. Wherever feasible, Ferris Auto will design, install, and implement control measures that employ a low-impact development (LID) approach. LID is a natural-resource-based alternative approach to site design that incorporates a variety of structural and non-structural techniques, such as vegetated areas that collect, treat and infiltrate stormwater and shallow drainage channels that slow runoff and filter it.

10. Ferris Auto will apply for coverage under the NPDES MSGP within sixty (60) days after the EPA reissues the MSGP, which was last issued in 2008 and expired as of September 29, 2013. Ferris Auto apply for coverage under the MSGP by submitting a complete and accurate Notice of Intent ("NOI") to the EPA and shall send a copy of the NOI to CLF concurrently as it is provided to EPA. Ferris Auto's NOI shall include a URL linking to the online electronic copy of the Facility's SWPPP.

III. MONITORING PROGRAM

11. Ferris Auto will sample its stormwater accumulations for pollutants identified in the MSGP for Sector M and contaminants related to the Site (landfill) that have saltwater impacts (i.e., Total Suspended Solids, Aluminum, Cadmium, Copper, Iron, Lead, Nickel and Zinc) four (4) times during the first twelve (12) months after its SWPPP is completed. These inspections must be performed pursuant to the requirements of Part 4.1 of the MSGP and include, at a minimum, the stormwater collection (BMP) areas where run off is generated,

received, stored, treated, or disposed and that are exposed to either precipitation or stormwater runoff. Ferris Auto may report this sampling as part of the stormwater monitoring required by the permit. Ferris Auto will send a copy of each inspection and/or sampling result to CLF no later than three (3) days after receipt.

12. After completing the sampling required by paragraph 11 above, Ferris Auto will review the analytical results and determine whether any stormwater was discharged to the river before developing a plan that would consist of sampling the grassy swale stormwater, the three (3) buffer zone monitoring wells and the beach seep and analysis for pollutants identified in the MSGP for Sector M and others (i.e., Total Suspended Solids, Aluminum, Cadmium, Copper, Iron, Lead, Nickel and Zinc). Selected surface water and groundwater samples will be subjected to analysis for extractable and volatile petroleum hydrocarbons (EPH + VPH). The monitoring must be performed pursuant to the requirements of Part 6 and Appendix B of the MSGP. Ferris Auto will send a copy of each inspection and/or sampling result to CLF no later than three (3) days after receipt.

13. Ferris Auto will also comply with all other inspection and monitoring requirements of the MSGP including, but not limited to, those of Part 4 including the in-house inspection of control structures and storage areas after rain events. Ferris Auto will send a copy of each inspection and/or sampling result to CLF no later than three (3) days after receipt.

14. Ferris Auto may take additional samples of its stormwater discharges. If it does so, Ferris Auto will send a copy of each such inspection and/or sampling result to CLF no later than three (3) days after receipt.

15. During the first year after the Effective Date of this Decree, Ferris Auto shall implement control measures as necessary to meet the numeric effluent limits for Total Suspended Solids, Aluminum, Cadmium, Copper Iron, Lead, Nickel and Zinc pursuant to MSGP Part 3.1. If, after the end of one year from the Effective Date of this Decree, Ferris Auto's quarterly monitoring results for any parameter exceed MSGP Part 8.M benchmark levels, Ferris Auto agrees to take corrective action and additional measures to correct the exceedance and demonstrate compliance in two additional tests. If such additional tests do not establish compliance, then Ferris Auto agrees to pay stipulated additional Supplemental Environmental Project payments as set forth in Paragraph 19 of this Decree.

16. Ferris Auto is regulated by multiple local, state and federal agencies that have enforcement capabilities over all aspects of the Ferris Auto operations and property. Additionally, any release of stormwater or pollutants to the air, ground or surface water is currently scrutinized by neighborhood watch groups, the Conservation Commission, the Coast Guard, Salem Board of Health, Mass DEP and the EPA under the NPDES program. Notwithstanding the foregoing, during the life of the Decree, CLF, through representatives, may conduct up to two (2) yearly site inspections at the Facility. The site inspections shall occur during normal business hours and upon forty-eight (48) hours prior notice including notice to SP Engineering Inc. so as to enable it to be present during any such site inspections. During the site inspections, CLF representatives may collect water and soil samples and take photos at the Facility. Any such samples shall be split samples with one of the split samples remaining in the possession of Ferris Auto.

17. During the life of the Decree, Ferris Auto shall copy CLF on all documents related to water quality or environmental compliance regarding the Facility submitted to any government agency including, but not limited to, the EPA, the Massachusetts Department of Environmental Protection (DEP), and the City of Salem. Such documents shall be provided to CLF concurrently as they are sent to the agencies and/or municipality.

IV. SUPPLEMENTAL ENVIRONMENTAL PROJECT

18. Within six months days of the entry by the Court of this Decree, Ferris Auto shall make a Supplemental Environmental Project ("SEP") payment of fifteen thousand dollars (\$15,000) to Salem Sound Coastwatch, 201 Washington Street, Suite 9, Salem, MA 01970, payable in five equal monthly installments of three thousand dollars (\$3,000), for environmental restoration of or other benefit to the Charles Watershed. Ferris Auto shall notify CLF in writing when the payment is made and provide a copy of the check.

19. For each exceedance of an MSGP benchmark as described in Paragraph 15 of the Decree, above, Ferris Auto will make an additional SEP payment to Salem Sound Coastwatch in the amount of five hundred dollars (\$500) for environmental restoration of or other benefit to the Charles Watershed. Payment of each such additional amount shall be due fourteen (14) days following each exceedance. Ferris Auto shall notify CLF in writing concurrently each time a payment is made and provide a copy of each check.

20. For each missed deadline included in this Decree, including but not limited to failures to timely conduct quarterly benchmark monitoring and inspections pursuant to Parts 4 and 6 of the MSGP, Ferris Auto will make an additional SEP payment to Salem Sound Coastwatch in the amount of one thousand dollars (\$1,000) for environmental restoration of or other benefit to the Charles Watershed. Payment of each such additional amount shall be due fourteen (14) days following each missed deadline. Ferris Auto shall notify CLF in writing concurrently each time a payment is made and provide a copy of each check.

21. None of the SEP payments shall be dispersed to CLF.

V. LIQUIDATED ATTORNEY FEES AND COSTS

22. Within six months of the entry by the Court of this Decree, Ferris Auto shall pay to CLF a sum of fifteen thousand dollars (\$15,000), payable in five equal installments of Three Thousand Dollars (\$3,000), as full and complete satisfaction of CLF's claim for attorneys' fees and costs incurred to date in this matter.

23. To help defray CLF's reasonable anticipated costs incurred in conducting site inspections and other compliance monitoring, Ferris Auto agrees to pay CLF an additional sum of five thousand dollars (\$5,000) within ten (10) days of the entry by the Court of this Decree.

24. In the event that any payment owed by Ferris Auto under the Decree is not made on or before the due date, Ferris Auto shall be deemed in default of its obligations under the Decree. In addition to a continued requirement to make said payment, Ferris Auto will pay to CLF liquidated attorney fees of five hundred dollars (\$500) for every day that a payment is late.

VI. EFFECT OF DECREE

25. CLF covenants not to sue and releases Ferris Auto (and its parent corporations, subsidiaries, officers, directors, shareholders, employees, agents, and consultants) from any and all claims, causes of action, or liability under Section 505 of the Clean Water Act, 33 U.S.C. § 1365 for damages, penalties, fines, injunctive relief, or any other claim or relief (i) relating to or resulting from noncompliance with the MSGP at the Facility occurring prior to the date the Court enters this Decree or (ii) for any past violations alleged in the Complaint.

26. Ferris Auto releases and discharges CLF, its representatives, assigns, agents, employees, officers, and attorneys, including those who have held positions in the past from any and all claims, liability, demands, penalties, costs, and causes of action of every nature which concern or are connected with this action.

27. Neither this Decree, nor terms thereof, nor performance of the terms thereunder by Ferris Auto shall constitute or be construed as an admission or acknowledgment by Ferris Auto of the factual or legal assertions contained in this Decree or in CLF's Complaint, and Ferris Auto retains the right to controvert in any subsequent proceedings, other than proceedings for the purpose of implementing or enforcing this Decree, the validity of the facts or determinations contained in this Decree or the Complaint. Neither this Decree, nor terms thereof, nor performance of the terms thereunder, shall constitute or be construed as an admission or acknowledgment by Ferris Auto of any liability, or an admission of violation of any law, by Ferris Auto or by its officers, directors, employees, agents, successors, or assigns.

28. CLF does not, by consent to the Decree, warrant or aver in any manner that Ferris Auto's compliance with this Decree will constitute or result in compliance with federal or state law or regulation. Nothing in this Decree shall be construed to affect or limit in any way the obligation of Ferris Auto to comply with all federal, state, and local laws and regulations governing any activity required by this Decree.

VII. REVIEW AND TERM OF DECREE

29. The Parties recognize that, pursuant to 33 U.S.C. § 1365(c)(3), this Consent Decree cannot be entered until forty-five (45) days after the receipt of a copy of the proposed Consent Decree by the United States Attorney General and the EPA. Therefore, upon signing of this decree by the Parties, CLF shall serve copies of this Decree upon the EPA Administrator, the Regional EPA Administrator, and the Attorney General for review, as required by 40 C.F.R. § 135.5.

30. Upon the expiration of the forty-five-day review period provided by 33 U.S.C. § 1365(c)(3), the Parties will jointly move the Court for entry of this Decree. This Decree shall take effect on the date it is entered by this Court and shall terminate five (5) years from when it is entered by the Court. If for any reason the Court should decline to approve this Decree in the form presented, the Parties agree to continue negotiations in good faith in an attempt to cure any objection raised by the Court to entry of this Decree.

VIII. MODIFICATION AND ENFORCEMENT OF DECREE

31. This Decree may be modified only upon written consent of the Parties and the approval of the Court.

32. This Court shall retain jurisdiction over this matter and allow this action to be reopened for the purpose of enabling the Parties to this Decree to apply to the Court for any further order that may be necessary to construe, carry out, enforce compliance and/or resolve any dispute regarding the terms or conditions of this Decree.

IX. MISCELLANEOUS PROVISIONS

33. This Decree shall remain in effect if Ferris Auto relocates the Facility to a different location.

34. Sections I, IV, V, VI, VII, and VIII of this Decree shall remain in effect if Ferris Auto ceases to be the operator of the Facility, regardless of whether the Facility continues to operate or not.

35. All payments pursuant to this Decree shall be made in form of a certified bank check.

36. Each person signing this Decree represents and warrants that s/he has been duly authorized to enter into this Decree by the Party on whose behalf it is indicated that the person is signing.

37. Entire Agreement. This Decree constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written, among the Parties.

38. Notices. Any notice, demand, copies of documents and other communications required to be made under the provisions of this Decree (collectively, "Notices") by any Party hereto shall be effective only if in writing and (a) emailed, (b) personally served, (c) mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (d) sent by a nationally recognized courier service (i.e., Federal Express) for next-day delivery, to be confirmed in writing by such courier. Notices shall be directed to the Parties at their respective addresses set forth below. Notices given in the foregoing manner shall be deemed given when (a) sent via email, (b) actually received or refused by the party to whom sent if delivered by courier, or (c) if mailed, on the day of actual delivery as shown by the addressee's registered or certified mail receipt or at the expiration of three (3) business days after the date of mailing, whichever first occurs.

Notices for Plaintiff shall be sent to:

Zachary K. Griefen, Esq.
Conservation Law Foundation
15 East State Street, Suite 4
Montpelier, VT 05602
zgriefen@clf.org

Notices for Ferris Auto shall be sent to:

Thomas Paul Gorman Esq.
Sherin and Lodgen LLP
101 Federal Street
Boston, MA 02110

Each Party shall promptly notify the other Party of any change in the above-listed contact information by using the procedures set forth in this paragraph.

39. Authorization. Each person signing this Decree represents and warrants that s/he has been duly authorized to enter into this Decree by the Party on whose behalf it is indicated that the person is signing.

40. Successors and Assigns. This Decree shall be binding upon and inure to the benefit of the Parties and their respective representatives, heirs, executors, administrators, successors, officers, directors, agents, attorneys, employees and permitted assigns.


41. Interpretation. The provisions contained herein shall not be construed in favor of or against any Party because that party or its counsel drafted this Decree, but shall be construed as if all Parties prepared this Decree, and any rules of construction to the contrary are hereby specifically waived. The terms of this Decree were negotiated at arm's length by the Parties hereto.

42. Headings. The section and paragraph headings contained in this Decree are for reference purposes only and shall not affect in any way the meaning or interpretation of this Decree.

43. Counterparts. Facsimile, electronic and scanned signatures shall be deemed to be originals for all purposes. Copies of the original Agreement, whether transmitted by facsimile or other means, shall be effective. This Agreement may be signed in counterparts.

44. Severability. In the event that any of the provisions of this Decree are held by a court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

CONSERVATION LAW FOUNDATION, INC.

By:  Date: 12/30/13
Christopher M. Kilian, VP and Director
Conservation Law Foundation
15 East State Street, Suite 4
Montpelier, VT 05602
(802) 223-5992 x4011
ckilian@clf.org

CHARLES FERRIS AUTO SERVICE, INC.

By: _____ Date: _____
Charles Ferris
Treasurer
18 Franklin Street
Salem, MA 01970

ENTERED and DATED this _____ day of _____, 2014

Honorable Judith G. Dein
United States Magistrate Judge

CONSERVATION LAW FOUNDATION, INC.

By: _____ Date: _____

Christopher M. Kilian, VP and Director
Conservation Law Foundation
15 East State Street, Suite 4
Montpelier, VT 05602
(802) 223-5992 x4011
ckilian@clf.org

CHARLES FERRIS AUTO SERVICE, INC.

By: Charles Ferris Date: 12/3/13

Charles Ferris
Treasurer
18 Franklin Street
Salem, MA 01970

ENTERED and DATED this ____ day of _____, 2014

Honorable Judith G. Dein
United States Magistrate Judge